

REMARKS

Claims 11-31 remain in this application and are rejected.

Claims 11-31 are rejected under 35 U.S.C. § 112, first paragraph, for containing subject matter lacking an adequate written description in the specification. The Examiner states that the phrases “the entire top surface” and “the entire bottom surface” in independent claims 11 and 27 are new matter not supported by the originally filed specification and that this new matter appears in the substitute specification. The Examiner also states that the phrase “without an interposed substrate” in claims 11 and 27 is new matter. The Examiner further objects to the Amendment filed January 10, 2003 under 35 U.S.C. 132 for introducing new matter.

The Examiner’s rejection and objection are traversed on the grounds that the feature of the coatings being applied over the entire surfaces of the backing layer is disclosed in the specification as originally filed.

In the specification as filed at page 3, lines 20-24 and page 6, lines 16-20, it is stated that the “pressure-sensitive adhesive coating may be applied flatly; however, a pressure-sensitive adhesive coating arranged substantially in the form of stripes on the surfaces, with adhesive-free spaces in between, is also possible.”

It is respectfully submitted that the word “flatly” supports the amendment to the specification that the coating is applied in a planar manner over the entire surface of

the backing layer as set forth in the claims (and included in the substitute specification filed on January 10, 2003).

The word “flatly” corresponds to the German-language word “flachig” which is more appropriately translated as “areally”, that is, over a two-dimensional space. Thus, the specification is amended herein to change “flatly” to “areally”. The word “areally” also supports the amendment to the specification that the coating is applied in a planar manner over the entire surface of the backing layer.

In the context of the two paragraphs in the original specification in which the coatings were described as being applied flatly and now areally, this form of application is contrasted to the coating being arranged in the form of stripes with adhesive-free spaces therebetween. Thus, different options for applying the adhesive are described in the paragraphs, one areally (over the entire surface of the backing layer) and another in stripes (only a partial coating with adhesive). Thus, it is clear that the “areal” application of the coating is one which covers the entire surface as opposed to one which covers only part of the surface, e.g., in a striped form.

With respect to the feature of the coating on the top surface of the backing layer adhering to the floor covering without an interposed substrate and the coating on the bottom surface of the backing layer adhering to the floor without an interposed substrate, the specification as filed repeatedly describes the manner in which the floor covering is applied to the floor (see, for example, page 8, lines 16-30). The self-adhesive sheet is interposed between the floor covering and the floor and provides

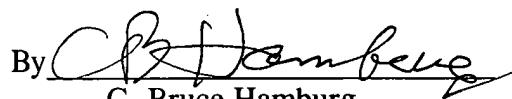
an adhesive layer on both sides to cause adhesion to the floor covering and to the floor. Adhesion is obtained via the adhesive coatings.

Thus, it is inherent that there is no interposed substrate between the adhesive coatings on the bottom surface and the floor and no interposed substrate between the adhesive coating on the top surface and the floor covering because such interposed substrates would interfere with the adhesion of the self-adhesive sheet to the floor and floor covering.

In view of the foregoing, it is respectfully submitted that the Examiner's rejection of claims 11-31 under 35 U.S.C. § 112, first paragraph, and the objection to the Amendment filed January 10, 2003 are overcome and should be removed and that the present application is now in condition for allowance.

In light of the foregoing, the application is now believed to be in proper form for allowance of all claims and notice to that effect is earnestly solicited. Please charge any deficiency or credit any overpayment to Deposit Account No. 10-1250.

Respectfully submitted,
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